

## STATE OF SOUTH CAROLINA

## (Caption of Case)

Petition for Arbitration of Interconnection Agreement  
between Time Warner Cable Information Services  
(South Carolina), LLC d/b/a Time Warner Cable and  
Farmers Telephone Cooperative, Inc.

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## COVER SHEET

DOCKET  
NUMBER: 2011 - 243 - C

(Please type or print)

Submitted by: Margaret M. Fox, Esquire

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## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other:

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<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input checked="" type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
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<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

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August 22, 2011

**Via Electronic Filing**

Ms. Jocelyn Boyd  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia, South Carolina 29210

Re: Petition for Arbitration of Interconnection Agreement between Time Warner Cable Information Services (South Carolina), LLC, doing business as Time Warner Cable and Farmers Telephone Cooperative, Inc.; Fort Mill Telephone Company; Home Telephone Company, Inc.; and PBT Telecom, Inc.  
**Docket Nos. 2011-243-C; 2011-244-C; 2011-245-C; and 2011-246-C**

Dear Ms. Boyd:

Enclosed for filing in the above-referenced matter, please find the Surrebuttal Testimony of Douglas Duncan Meredith. By copy of this letter and Certificate of Service all parties of record will receive a copy of this Surrebuttal Testimony via hand-delivery today.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

McNAIR LAW FIRM, P.A.



Margaret M. Fox

MMF:rwm  
Enclosure

cc: Parties of Record

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BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA

IN RE:   Petition for Arbitration of Interconnection       )  
          Agreement between Time Warner Cable            )  
          Information Services (South Carolina), LLC,       ) Docket No. 2011-243-C  
          doing business as Time Warner Cable and         )  
          Farmers Telephone Cooperative, Inc.             )  
          (Docket No. 2011-243-C)                         )  
\_\_\_\_\_)

IN RE:   Petition for Arbitration of Interconnection       )  
          Agreement between Time Warner Cable            )  
          Information Services (South Carolina), LLC,       ) Docket No. 2011-244-C  
          doing business as Time Warner Cable and         )  
          Fort Mill Telephone Company                    )  
          (Docket No. 2011-244-C)                         )  
\_\_\_\_\_)

IN RE:   Petition for Arbitration of Interconnection       )  
          Agreement between Time Warner Cable            )  
          Information Services (South Carolina), LLC,       ) Docket No. 2011-245-C  
          doing business as Time Warner Cable and         )  
          Home Telephone Company, Inc.                    )  
          (Docket No. 2011-245-C)                         )  
\_\_\_\_\_)

IN RE:   Petition for Arbitration of Interconnection       )  
          Agreement between Time Warner Cable            )  
          Information Services (South Carolina), LLC,       ) Docket No. 2011-246-C  
          doing business as Time Warner Cable and         )  
          PBT Telecom, Inc.                                 )  
          (Docket No. 2011-246-C)                         )  
\_\_\_\_\_)

**SURREBUTTAL TESTIMONY OF**

**DOUGLAS DUNCAN MEREDITH**

**ON BEHALF OF**

**FARMERS TELEPHONE COOPERATIVE, INC.**

**FORT MILL TELEPHONE COMPANY**

**HOME TELEPHONE CO., INC.**

**PBT TELECOM, INC**

1           **Introduction**

2   **Q:   PLEASE STATE YOUR FULL NAME.**

3   A:   My full name is Douglas Duncan Meredith.

4   **Q:   ARE YOU THE SAME MR. MEREDITH THAT TESTIFIED**  
5       **EARLIER IN THIS PROCEEDING?**

6   A:   Yes.

7   **Q:   WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8   A:   My purpose in providing this testimony to the Public Service Commission of  
9       South Carolina (“Commission” or “PSC”) is to respond to the rebuttal  
10      testimony of Time Warner Cable Information Services (“Time Warner  
11      Cable”).

12           **Conditional Certificate of Public Convenience and**  
13           **Necessity**

14   **Q:   IS TIME WARNER CABLE OFFERING DIGITAL PHONE SERVICE**  
15       **WITHIN THE RLECS’ SERVICE AREAS TODAY?**

16   A:   Yes. Time Warner Cable is offering Digital Phone service in the RLECs’  
17      service areas consistent with its conditional CPCN. Time Warner Cable is  
18      using Sprint as its underlying carrier that deals directly with the RLECs.

19   **Q:   PLEASE IDENTIFY THE ISSUE REGARDING TIME WARNER**  
20       **CABLE’S CERTIFICATE OF PUBLIC CONVENIENCE AND**  
21       **NECESSITY.**

22   A:   Time Warner Cable argues that the plain English reading of the  
23      Commission’s conditions placed at the time of receiving its CPCN is  
24      “absurd.” It also argues that such a reading would result in Time Warner

1 Cable being “locked in” with Sprint. Time Warner Cable also suggests it  
2 knows what the “Commission intended” when it limited Time Warner  
3 Cable’s CPCN. Time Warner Cable argues that the condition of requiring a  
4 qualifying underlying carrier to interconnect “would deny Time Warner  
5 Cable’s valid, independent rights under Section 251 to directly interconnect.”  
6 Time Warner Cable argues that the condition imposed by the Commission  
7 did not restrict its ability to seek a direct interconnection with incumbent  
8 local exchange carriers.

9 **Q: PLEASE IDENTIFY THE CONDITION IN THE CPCN.**

10 A: In the CPCN, the Commission required:

11 *[Time Warner Cable] shall only use underlying carriers that are*  
12 *authorized to do business in the State of South Carolina, that hold valid*  
13 *[CPCNs] issued by this Commission, and that have interconnection*  
14 *agreements with the RLECs.<sup>1</sup>*

15 Time Warner Cable’s approach to this condition is to ignore it. In my Direct  
16 Testimony, I pointed out that Time Warner Cable misstated the condition by  
17 removing the last clause “and that have interconnection agreements with the  
18 RLECs.” In Rebuttal testimony Time Warner Cable states the condition is  
19 only that an “interconnecting carrier hold a valid interconnection agreement  
20 ... before traffic is exchanged.”<sup>2</sup> Time Warner Cable’s argument is wrong  
21 and is a rewrite of the Commission’s order. Obviously, Time Warner Cable  
22 cannot change its underlying carrier from Sprint unless and until the new  
23 underlying carrier has interconnection agreements with the RLECs, as stated  
24 by the Commission. Otherwise, there would be a break in service.  
25

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<sup>1</sup> Application of Time Warner Cable Information Services (South Carolina), LLC d/b/a Time Warner Cable to Amend Its Certificate of Public Convenience and Necessity to Provide Telephone Services in the Service Area of Farmers Telephone Cooperative, Incorporated, et al., June 11, 2009, No. 2009-356(A) (CPCN Order), at 22, ordering clause number 4.

<sup>2</sup> Rebuttal Testimony of Julie P. Laine, filed August 15, 2011 in above-captioned dockets (Laine Rebuttal) at p. 3, lines 8-10.

1 The Commission was presented with a number of conditions that I proposed  
2 and that were proposed by ORS. As discussed in the *CPCN Order*,

3 *The RLECs witnesses, Mr. Meredith and Mr. Oliver, request that the*  
4 *Commission grant [Time Warner Cable's] Applications but condition the*  
5 *amended certificate so that [Time Warner Cable] must continue using an*  
6 *unaffiliated non-VOIP third party CLEC, such as Sprint, for*  
7 *interconnection and comply with the FCC's Time Warner Declaratory*  
8 *Ruling and adopt other conditions set forth in more detail below.*<sup>3</sup>

9 *ORS witness, Mr. Rozyci, suggested the following conditions in response*  
10 *to questions from the Commissioners: (1) as long as [Time Warner*  
11 *Cable's] VoIP service is not designated as a "telecommunications*  
12 *service" by the FCC, then [Time Warner Cable] shall interconnect with*  
13 *the RLECs using the services of a certificated telecommunications*  
14 *carrier as prescribed by the FCC in its Order in WC Docket No. 06-55*  
15 *[Time Warner Declaratory Ruling].*<sup>4</sup>

16 The condition imposed in the *CPCN Oder* parallels the condition  
17 recommended by ORS. Time Warner Cable wants the Commission to ignore  
18 its prior discussion and determination. In the prior CPCN proceeding, I  
19 recommended that the Commission require Time Warner Cable to use Sprint  
20 until it was granted permission to change. The Commission did not require  
21 Time Warner Cable to continue to use Sprint; yet, it did require Time Warner  
22 Cable to use an underlying carrier.

23  
24 At no time in my Direct Testimony did I suggest the CPCN condition require  
25 Time Warner Cable to be "locked in" with Sprint.<sup>5</sup> As a condition of its  
26 CPCN to operate in the areas served by the RLECs, the Commission requires  
27 Time Warner to use an underlying carrier of its choosing that satisfies the  
28 specified requirements. Time Warner Cable's attempt to directly  
29 interconnect by opting into the Sprint agreement is a violation of the  
30 condition.

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<sup>3</sup> *CPCN Order* at 14 (footnote omitted).

<sup>4</sup> *CPCN Order* at 17.

<sup>5</sup> Laine Rebuttal at p. 3, lines 1-4.

1

2 I recommend that the Commission reject Time Warner Cable's attempt to  
3 rewrite the condition in the *CPCN order* and mischaracterize my Direct  
4 Testimony.

5 **Q: PLEASE COMMENT ON WHETHER TIME WARNER CABLE WAS**  
6 **GIVEN DIRECT INTERCONNECTION RIGHTS IN ITS CPCN.**

7 A: Time Warner Cable wants the Commission to conclude that the *CPCN Order*  
8 granted Time Warner Cable the right to seek direct interconnection with  
9 incumbent carriers. The plain language of the *CPCN Order* does not support  
10 this claim. The Commission's own discussion of the condition it imposes on  
11 Time Warner Cable in the *CPCN Order* reveals yet another over-reaching of  
12 Time Warner Cable's advocacy. Specifically, the Commission said:

13 *Time Warner [Cable] has represented to this Commission that it has no*  
14 *current plans to interconnect with the RLECs other than through its*  
15 *current wholesale arrangement [with Sprint]. Accordingly, in this*  
16 *Order, we address only Time Warner [Cable]'s interconnection*  
17 *through a wholesaler of its choosing.*<sup>6</sup>

18 Time Warner Cable ignores the limited scope of the *CPCN Order* as  
19 expressed by the last sentence in the quote and the condition that comes from  
20 this discussion. This is typical. My Direct Testimony exposed other  
21 instances where Time Warner Cable conveniently ignores the context of  
22 other decisions to support its claim.

23  
24 Regardless of what Time Warner Cable alleges, neither the *CPCN Order* nor  
25 the FCC's *Time Warner Declaratory Ruling*<sup>7</sup> gives an interconnected VoIP  
26 Service provider the right to directly interconnect with an incumbent local  
27 exchange carrier. In the CPCN proceeding the Commission correctly found

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<sup>6</sup> *CPCN Order* at 18-19, (Emphasis supplied)

<sup>7</sup> *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion and Order, WC Docket N. 06-55 (March 1, 2007) ("*Time Warner Declaratory Ruling*").



1 Time Warner Cable is an interconnected VoIP service provider and is  
2 required to use an underlying carrier who obtains interconnection with the  
3 RLECs in its own right. It should affirm this finding and deny Time Warner  
4 Cable's arbitration request.

## 5 **Treatment of Time Warner Cable in the RLEC** 6 **Service Areas**

7 **Q: TIME WARNER CABLE STATES THAT YOU ARGUE TIME**  
8 **WARNER CABLE SHOULD BE TREATED DIFFERENTLY,**  
9 **SHOULD TIME WARNER CABLE BE TREATED DIFFERENTLY?<sup>8</sup>**

10 A: Yes. My Direct Testimony explains multiple reasons why Time Warner  
11 Cable is to be treated differently when compared to other CLECs in the state  
12 of South Carolina. Time Warner Cable's allegation that I have not identified  
13 any reason why Time Warner Cable's treatment should be different is  
14 incorrect.

## 15 **A. Time Warner Cable Traffic**

16 **Q: DID YOU OMIT A FINDING REGARDING DIGITAL PHONE**  
17 **SERVICE AS ALLEGED BY TIME WARNER CABLE IN YOUR**  
18 **DISCUSSION OF THE CPCN ORDER?**

19 A: No. I do not believe any material findings made by the Commission on  
20 Digital Phone service were omitted. The Findings of Fact enumerated by the  
21 Commission start on page 19 and end on page 21 of the *CPCN Order*. The  
22 specific findings related to Digital Phone service and how the Commission  
23 defined this service from the state and federal perspective were addressed.  
24 Time Warner Cable argues that a finding about it being a provider of local  
25 exchange and interexchange telecommunications services under state law is  
26 dispositive. I disagree.

---

<sup>8</sup> Laine Rebuttal at p. 6, lines 6-7.

1           **B. Time Warner Cable Rights**

2       **Q:   AS A PROVIDER OF DIGITAL PHONE SERVICE, DOES TIME**  
3           **WARNER CABLE HAVE THE RIGHT TO INTERCONNECT**  
4           **DIRECTLY WITH THE RLECS?**

5       A:   No. Time Warner Cable’s claim that the RLECs are somehow trying to  
6           “strip the Company of the statutory interconnection rights to which it is  
7           entitled by virtue of being a certificated, regulated telecommunications  
8           carrier,”<sup>9</sup> is flawed. The RLECs don’t have to recommend stripping away  
9           rights because Time Warner Cable has never had direct interconnection  
10          rights in the RLEC service areas for its Digital Phone service. A right cannot  
11          be stripped away if it was never granted. Time Warner Cable has not  
12          provided any reliable evidence suggesting that it has a federal Section 251  
13          interconnection right by virtue of receiving its conditional CPCN from this  
14          Commission.

15       **Q:   DOES THE ABILITY TO INVOKE E911 RIGHTS UNDER SECTION**  
16           **251 PROVIDE TIME WARNER CABLE THE RIGHT TO SEEK**  
17           **INTERCONNECTION UNDER SECTION 251?**

18       A:   No. As discussed in my Direct Testimony, a footnote in an order limited to  
19           E911 issues does not convey Section 251 interconnection rights for  
20           interconnected VoIP service providers to exchange traffic with the RLECs.  
21           Time Warner Cable’s argument remains unpersuasive and should be rejected  
22           by the Commission.

23

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<sup>9</sup> *Id.* at p. 7, lines 7-9.

1 **Q: ARE SECTION 224 POLE ATTACHMENT RIGHTS DISPOSITIVE**  
2 **OF SECTION 251 INTERCONNECTION RIGHTS?**

3 A: No. The *Fiber Technology* Section 224 case is distinguishable from Section  
4 251 interconnection rights, especially in light of the *Time Warner*  
5 *Declaratory Order* and the Commission's *CPCN Order*. Time Warner Cable  
6 claims Section 251 rights are granted by association. As stated in my Direct  
7 Testimony:

8 *The Commission has not found Digital Phone service to be a federal*  
9 *telecommunications service – instead it has found it to be an*  
10 *interconnected VoIP service for federal purposes. Reliance on this case*  
11 *[Fiber Technology] is unavailing inasmuch as the facts are materially*  
12 *different.*

13 **Q: DO YOU STILL CONTEND THAT “TIME WARNER CABLE HAS**  
14 **MADE NO STATEMENTS THAT IT IS OFFERING FEDERALLY**  
15 **DEFINED TELECOMMUNICATIONS SERVICES AND SEEKS A**  
16 **SECTION 251 INTERCONNECTION ARRANGEMENT WITH THE**  
17 **ILECS FOR THIS PURPOSE?”<sup>10</sup>**

18 A: Yes. I have reviewed the response by Time Warner Cable and still affirm  
19 that Digital Phone service is not a federally defined telecommunications  
20 service and direct section 251 interconnection is not a right afforded  
21 interconnected VoIP service providers.

22 **Q: PLEASE RESPOND TO TIME WARNER CABLE’S DISCUSSION OF**  
23 **THE CRC DECLARATORY RULING.<sup>11</sup>**

24 A: Time Warner Cable argues that the *CRC Declaratory Ruling* and the *Time*  
25 *Warner Declaratory Ruling* “cannot remotely be read to limit the

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<sup>10</sup> *Id.* at p. 8, line 23 to p. 9, line 3.

<sup>11</sup> *Petition of CRC Communications of Maine, Inc. and Time Warner Cable, Inc. for Preemption Pursuant to Section 253 of the Communications Act, as Amended*, Declaratory Ruling, FCC 11-83, (rel. May 26, 2011) (“*CRC Declaratory Ruling*”).

1 interconnection rights of retail telecommunications carriers.”<sup>12</sup> This  
2 conclusion is not material to this proceeding and misdirects the  
3 Commission’s attention on the central dispute in this proceeding.

4  
5 The central issue in this proceeding is that Time Warner Cable argues that its  
6 conditional CPCN in providing Digital Phone service in the RLEC service  
7 areas magically grants it rights to seek Section 251 interconnection and opt-  
8 into the Sprint agreement. There are numerous flaws in this advocacy. Time  
9 Warner Cable is a certified carrier that is offering a regulated  
10 telecommunications service as defined by South Carolina Code and is an  
11 interconnected VoIP service provider as defined by Federal Code. Direct  
12 interconnection under Section 251 is not a right bestowed to interconnected  
13 VoIP service providers regardless of whether they are CLECs for state  
14 purposes. The *Time Warner Declaratory Ruling* established a means  
15 whereby a wholesale carrier interconnecting in its own right may provide  
16 service to interconnected VoIP service providers. Furthermore, Time Warner  
17 Cable’s state rights as a CLEC are limited because the Commission has  
18 restricted and limited Time Warner Cable’s CPCN with a condition requiring  
19 it is to use a qualifying underlying carrier of its choosing.

## 20 **Availability of Opting Into the Sprint Agreement**

21 **Q: TIME WARNER CABLE ARGUES THAT THE RLECS FAILED TO**  
22 **ADDRESS COST OR TECHNICAL FEASIBILITY CONCERNS IN**  
23 **THEIR ARGUMENT RELATED TO THE ABILITY TO OPT INTO**  
24 **AN INTERCONNECTION AGREEMENT. DO YOU AGREE THAT**  
25 **COSTS AND/OR TECHNICAL ISSUES AFFECT §51.809(C)?**

26 **A:** No. Time Warner Cable argues that cost or technical feasibility evidence  
27 hasn’t been presented and on this basis concludes the Commission should  
28 dismiss any action on the FCC’s opt-in rule I cited (§51.809(c)). However,

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<sup>12</sup> Laine Rebuttal at p. 12, lines 11-12.

1 this critique misses the mark because the FCC rule has three subparts and the  
2 timeframe provision (§51.809(c)) is independent of the cost or feasibility  
3 issue (see §51.809(b)).

4 § 51.809 Availability of agreements to other telecommunications carriers  
5 under section 252(i) of the Act.

6 (a) An incumbent LEC shall make available without unreasonable delay  
7 to any requesting telecommunications carrier any agreement in its  
8 entirety to which the incumbent LEC is a party that is approved by a  
9 state commission pursuant to section 252 of the Act, upon the same rates,  
10 terms, and conditions as those provided in the agreement. An incumbent  
11 LEC may not limit the availability of any agreement only to those  
12 requesting carriers serving a comparable class of subscribers or  
13 providing the same service (i.e., local, access, or interexchange) as the  
14 original party to the agreement.

15 (b) The obligations of [paragraph (a)] paragraph (a) of this section  
16 shall not apply where the incumbent LEC proves to the state commission  
17 that:

18 (1) The costs of providing a particular agreement to the requesting  
19 telecommunications carrier are greater than the costs of providing it to  
20 the telecommunications carrier that originally negotiated the agreement,  
21 or

22 (2) The provision of a particular agreement to the requesting carrier is  
23 not technically feasible.

24 (c) Individual agreements shall remain available for use by  
25 telecommunications carriers pursuant to this section **for a reasonable**  
26 **period of time after the approved agreement is available** for public  
27 inspection under section 252(h) of the Act.<sup>13</sup>

28 Time Warner alleges that my failure to address §51.809(b) issues somehow  
29 invalidates my discussion of rule §51.809(c). As I expressed in my Direct  
30 Testimony, there are valid reasons why the FCC adopted §51.809(c) and  
31 these reasons are independent of cost or technical issues. Moreover, Time

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<sup>13</sup> 47 CFR § 51.809(c) (Emphasis Supplied).

1 Warner Cable's reference to *Nextel South*<sup>14</sup> is inapt and should be rejected by  
2 the Commission because the Commission never addressed §51.809(c).

3  
4 Time Warner Cable argues that the concerns addressed by FCC rule  
5 §51.809(c) should allow any carrier to opt into any agreement at any time.<sup>15</sup>  
6 This argument renders the FCC discussion and rule void as it would render  
7 meaningless the words "for a reasonable period of time after the approved  
8 agreement is available for public inspection."

## 9 **Harm**

10 **Q: IS THERE A NEED TO QUANTIFY THE HARM IN GRANTING A**  
11 **VOIP SERVICE PROVIDER THE RIGHT TO OPT INTO SPRINT'S**  
12 **INTERCONNECTION AGREEMENT WITH THE RLECS?**

13 A: No. I already described the possible harms in my Direct Testimony. This  
14 proceeding addresses whether Time Warner Cable has the right to opt into  
15 Sprint's Section 251 interconnection agreement with the RLECs. My  
16 recommendation to the Commission is to affirm its CPCN that requires the  
17 continued use of an underlying carrier for interconnection with the RLECs.  
18 Allowing Time Warner Cable to opt into Sprint's interconnection with the  
19 RLECs would be harmful to the regulatory environment in South Carolina  
20 because of the precedent it would set and because the fact is that the  
21 Commission cannot un-ring the bell once it permits federally defined  
22 interconnected VoIP service providers to directly interconnect with  
23 incumbent carriers.

24

---

<sup>14</sup> Petition for Approval of Nextel South Corporation's Adoption of the Interconnection Agreement between Sprint Communications L.P., Sprint Spectrum L.P. d/b/a Sprint PCS and BellSouth Telecommunications, Incorporated d/b/a AT&T South Carolina d/b/a AT&T Southeast, Order No. 2008-649.

<sup>15</sup> Laine Rebuttal at p. 5, lines 11-18.

1 Furthermore, taking a step back from the whole process, it appears that what  
2 Time Warner Cable is trying to accomplish is a modification of its CPCN in  
3 the RLEC areas by removing a key CPCN condition – or by rendering it  
4 meaningless. An arbitration proceeding is not the proper venue to modify a  
5 CPCN and therefore, Time Warner Cable’s request for relief in this  
6 arbitration should be denied.

7 **Q: HOW CAN TIME WARNER CABLE CONTINUE TO OFFER ITS**  
8 **DIGITAL PHONE SERVICE IN THE RLEC SERVICE AREAS?**

9 A: Time Warner Cable, a federally defined interconnected VoIP service  
10 provider, is currently providing Digital Phone service in the RLECs’ service  
11 areas using Sprint as an underlying carrier. In addition, Time Warner Cable  
12 has multiple options if it wants to cancel its arrangement with Sprint. Let me  
13 describe two. First, it may use any other qualifying underlying carrier (*i.e.*, a  
14 carrier that meets the conditions imposed by the Commission in the CPCN  
15 Order). And, second, Time Warner Cable may seek a commercial  
16 arrangement with the RLECs for its interconnected VoIP services outside the  
17 parameters of a Section 251 interconnection agreement. These options are  
18 available to Time Warner Cable and are consistent with its CPCN and the  
19 proper treatment of federally defined interconnected VoIP services.

20 **Q: DOES THIS CONCLUDE YOUR PRE-FILED SURREBUTTAL**  
21 **TESTIMONY?**

22 A: Yes.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
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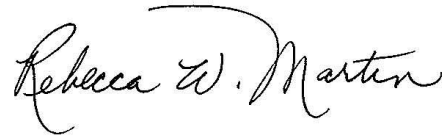
**CERTIFICATE  
OF SERVICE**

I, Rebecca W. Martin, do hereby certify that I have this date served one (1) copy of the attached Surrebuttal Testimony of Douglas Duncan Meredith to the following parties causing said copies to be hand-delivered to the addresses as follows.



Frank R. Ellerbe, III, Esquire  
Bonnie D. Shealy, Esquire  
Robinson, McFadden & Moore  
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Columbia, South Carolina 29201

C. Lessie Hammonds, Esquire  
Jeffrey M. Nelson, Esquire  
Office of Regulatory Staff  
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Columbia, South Carolina 29201

A handwritten signature in black ink that reads "Rebecca W. Martin". The signature is written in a cursive style with a large, looping initial 'R' and a trailing flourish.

Rebecca W. Martin, Legal Assistant  
McNair Law Firm, P.A.  
Post Office Box 11390  
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August 22, 2011

Columbia, South Carolina